

**SUBCONTRACT NO. EP-S3-10-04-33
ISSUED BY TECHLAW, INC.
PURSUANT TO U.S. ENVIRONMENTAL PROTECTION AGENCY
CONTRACT NO. EP-S3-10-04**

THIS AGREEMENT MADE AS OF THIS 1st DAY OF APRIL, 2014,

BETWEEN

TECHLAW, INC.
14500 Avion Parkway, Suite 300
Chantilly, VA 20151,
hereinafter referred to as "TechLaw"

AND

CAPITOL ENVIRONMENTAL SERVICES, INC.
200 Biddle Ave, Suite 205
Newark, DE 19702
hereinafter referred to as "Subcontractor"

Whereas, TechLaw is under contract with U.S. EPA, hereinafter referred to as "Client"; and

Whereas, Subcontractor desires to perform specialized services under subcontract to TechLaw pursuant to TechLaw's contract with Client;

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. SCOPE OF WORK

Subject to the terms and conditions hereinafter provided, TechLaw engages Subcontractor for the furnishing of services specifically described in Exhibit "A", which is hereby incorporated by reference, and for such other tasks as may be mutually agreed upon in writing between TechLaw and Subcontractor.

2. TERM

This Subcontract shall terminate one (1) year following the date of execution; provided, however, this Subcontract shall automatically be renewed on a year-to-year basis, unless terminated by either party. Either party may terminate this Subcontract, without cause, upon thirty (30) days' advance written notice to the other party.

3. CONSIDERATION AND PAYMENT

This Agreement is on a fixed-price basis only. As consideration for such services, TechLaw agrees to pay Subcontractor not more than **\$550** after completion of the work. Subcontractor shall provide invoices and associated documentation by the last Friday of the month in which the work is completed. Invoices should be sent to the following address:

gnance@techlawinc.com, and mdallessandro@techlawinc.com, project manager

TechLaw will pay Subcontractor within 45 days of receipt of invoice.

Revised 4/1/2014

Freedom_0002904_0001

4. DIRECTION

Subcontractor shall report to and be responsible for its performance and receive its direction from Joe Carter and Michelle Dallessandro.

5. NOTICE

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is received by the other party. All such notices and requests should be directed as follows:

To TechLaw: TechLaw, Inc.
 14500 Avion Parkway
 Suite 300
 Chantilly, VA 20151
 ATTN: Judy Manley
 Email: jmanley@techlawinc.com

To Subcontractor: Capitol Environmental Services, Inc.
 200 Biddle Ave, Suite 205
 Newark, DE 19702
 Tel: 302-652-8999 ext 107
 ATTN: Mr. Eric Snyder
 Email: esnyder@capitolenv.com

or any other address provided written notice is given to the other party.

6. HEALTH AND SAFETY

The Subcontractor represents that no Work Plan will be submitted in response to a Task Order and no work will be undertaken unless and until the Subcontractor has determined and has provided the requisite medical monitoring, safety training, planning, equipment and information necessary to assure the health and safety of performing personnel and has received approval of its Health and Safety Plan. Subcontractor must have a site specific Health and Safety Plan (or checklist). In the event that Subcontractor is issued a Task Order to participate in contract activities which require Subcontractor personnel to visit hazardous waste management sites, TechLaw's direction to proceed with the work is predicated on the assumption that Subcontractor has provided the requisite medical monitoring, safety training, planning, equipment, and information prior to conducting the site visit for which Subcontractor has the exclusive responsibility under this Subcontract. TechLaw reserves the right to audit and oversee implementation of Health and Safety Plans; relevant records; and, Subcontractor's field practices during actual site visits. It is agreed by Subcontractor that TechLaw is not responsible, in any manner whatsoever, for the safety or conduct of Subcontractor personnel.

7. INDEMNIFICATION

In addition to any other remedies that TechLaw may have, the Subcontractor shall defend, indemnify, and hold TechLaw harmless from any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses arising directly or indirectly out of Subcontractor's breach of this Subcontract or the Subcontractor's negligent performance hereunder including court costs and attorney's fees, and including but not limited to the following:

- A. Any damage or injury to the Subcontractor, its employees, agents, lower-tier subcontractors or property, or for any injury to a third party or its property, which is caused by the negligent acts of the Subcontractor, its employees, or agents.
- B. A violation by the Subcontractor of any applicable law, rule, or regulation.

- C. Any penalty or fine incurred by or assessed against TechLaw, to the extent caused by the Subcontractor, its employees, agents, suppliers, or subcontractors.
- D. Any failure on the part of the Subcontractor to provide any certification or supporting information required hereunder or under applicable laws and regulations.
- E. The provision by the Subcontractor of any false or erroneous certification or supporting information required hereunder or under applicable laws and regulations.
- F. Any failure to follow health and safety protocols or procedures.

8. APPLICABLE LAW

Any controversy or claim arising out of or relating to this Subcontract shall be governed by the law of the Commonwealth of Virginia.

9. ASSIGNMENT

This Subcontract and the rights, duties and obligations hereunder shall not be assignable by the parties hereto except upon written consent of the other.

10. CONFIDENTIALITY

All materials gathered and developed by the Subcontractor in the performance of this Subcontract shall be the property of TechLaw and shall not be used or distributed by the Subcontractor without the written permission of TechLaw. During the term of this Subcontract and at any time thereafter, without the prior written consent of TechLaw, Subcontractor shall not publish, communicate, divulge, disclose or use any of such information that has been designated as proprietary or that from the surrounding circumstances in good conscience ought to be treated as proprietary. Upon termination or expiration of this Subcontract, Subcontractor shall deliver all records, data, information, and other documents and all copies thereof to TechLaw and such shall remain the property of TechLaw.

11. NON-COMPETITION

During the period of performance of this Agreement and for a period of two years from the date of termination, Subcontractor will not, either directly or indirectly, have any business dealings whatsoever with any customer or client of TechLaw or its affiliates with whom the Subcontractor has made contact in connection with its subcontracted activities.

12. COVENANT NOT TO HIRE

Each Party agrees not to solicit for hire, directly or indirectly, any employee of the other Party with whom they have come into contact as a result of this Agreement for a period up to six months from the termination of this Agreement.

13. GENERAL RELATIONSHIP

In all matters relating to this Subcontract, Subcontractor shall be acting as an independent contractor. Neither Subcontractor nor employees of Subcontractor, are employees of TechLaw under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workman's Compensation Laws, or otherwise. Subcontractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Subcontractor, if any, in the performance of this Subcontract.

14. ENTIRE AGREEMENT

Each party acknowledges that it has read this Subcontract, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Subcontract. This Subcontract may not be modified or altered except by written instrument duly executed by both parties.

15. FORCE MAJEURE

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder by any party or such party's subcontractor, supplier, shipper or agent where such failure or delay is caused by act of God, flood, earthquake, fire, war or public enemy.

16. ENFORCEABILITY

If any provision of this Subcontract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

17. NO WAIVER

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any right hereunder.

18. E-VERIFY

Subcontractor will comply with FAR 52.222-54, "Employment Eligibility Verification" (JAN 2009), commonly referred to as E-Verify.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the date first written above.

TECHLAW, INC.

BY: Judith Manley
Name

Senior Vice President
Title

Signature

CAPITOL ENVIRONMENTAL SERVICES, INC.

BY: _____
Name

Title

Signature

**Exhibit A
Scope of Work
IDW Drum Disposal
West Virginia Chemical Leak Site**

Introduction

The EPA has directed TechLaw to arrange for disposal of one (1) drum of investigation-derived waste (IDW) that was generated during sampling of a chemical product tank containing a mixture of Crude 4-methylcyclohexane methanol (MCHM) with approximately 7% DOWANOL™ PPH glycol ether and DOWANOL™ DiPPH glycol ether (MSDSs attached). The IDW is contained in a 55-gallon steel open-top drum. The IDW consists of used personal protective equipment (PPE), sampling equipment (sludge judge), sorbent pads, and equipment packaging materials (paper, cardboard, and plastic). There are no free liquids in the drum and the drum is estimated to weigh less than 75 pounds.

TechLaw has determined using generator knowledge and product MSDS data that the IDW is non-hazardous.

Brief Description of Site:

The drum is staged in The West Virginia Department of Environmental Protection (WVDEP) warehouse located at:

4994 Elk River Road South
Elkview, WV 25071

(The WVDEP facility can accommodate up to 53' trailers. However, any large truck needs to come in from the north)

The waste generator is:

*US EPA Region III
1650 Arch Street
Philadelphia, PA 19103*

Fixed Price Not-to-Exceed Cost: \$550

Note: The “not to exceed cost” on the subcontract is set higher than the bid of **\$435** due to potential changes in fuel surcharge and additional labor. The bidders included the current fuel surcharge in their bids, but it could go up by the time transport of drums is scheduled.

Subcontracted Tasks:

1. Make disposal arrangements with a permitted disposal facility and prepare proper disposal documentation. TechLaw will assist in preparation of waste profile documentation.
2. Provide waste profiles, manifest(s) and/or Bill(s) of Lading to EPA for signature in advance of scheduled pick up date. TechLaw will provide the EPA point of contact and address for shipping the documents. The EPA Site contact may meet the transporter at the Site to sign the manifest on the day the drum are picked up (if this is the case, the Capitol Environmental will send TechLaw and EPA an electronic copy of the documentation to review in advance of the pickup date).
3. Mobilize to Elkview, WV with transport vehicle, personnel, and equipment necessary to load and transport the drum of IDW to a permitted disposal facility. Provide appropriate drum labeling and marking to meet regulatory requirements.
4. Provide documentation of proper disposal.

The selected vendor will be responsible for the health and safety of its employees. A copy of TechLaw's Health and Safety Plan for the Site can be provided for review, if desired.

Schedule:

Capitol Environmental will provide electronic copies of waste profiles to TechLaw and EPA for approval within **five business days** after signing the subcontract. After EPA approves and signs the waste profiles, the selected vendor will mail waste profiles, manifest or bill of lading to EPA for signature within **five business days** (unless EPA elects to meet the transporter on Site the day the drum are picked up). Pick up and transportation of the drum off Site will be coordinated between TechLaw, EPA and Capitol Environmental, but is anticipated to be completed within approximately **one week** after EPA signs and approves the applicable waste profiles, manifests or bill of lading and returns them to Capitol Environmental. A TechLaw or EPA representative will be on Site during the pickup and loading operations. The specific date for the pickup will be coordinated between TechLaw and the Capitol Environmental.